

PorkWorks Multiple Fill Request

Revised 7/97

Agreement # _____
(For internal use only)

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between the Animal Nutrition Division of CARGILL, INCORPORATED, a Delaware corporation with principal mailing address of P.O. Box 9300, Minneapolis, Minnesota 55440 (hereinafter referred to as "Cargill"), and

DBA _____
Proprietorship/Partnership/Corp.
(Please circle one)

Address _____ City _____

County _____ State _____ Zip Code _____

Social Security Number or Taxpayer Identification Numbers

(hereinafter referred to as the "Producer").

Acknowledgment by Producer:

Cargill is in the business of supplying PorkWorks pigs to Producers. Cargill's demand for PorkWorks pigs far exceeds Cargill's ability to supply said demand. As a result, Cargill is taking Request's for pigs from Producers with the understanding that the initial fill date as set forth below may not be met on time or at all. Producer must share this risk of uncertainty in order for Cargill to proceed in the processing of Producer's Request. Nevertheless, if the initial fill date is met and PorkWorks pigs are delivered to the Producer in the quantity set forth below all terms and conditions of this Request shall be in full force and effect.

Notwithstanding the foregoing or anything to the contrary in this Request, Cargill may void this Request within 30 days after Producer executes this Request without penalty or liability to Cargill. If Cargill fails to submit a written cancelation to Producer within said 30 days, Producer shall be bound to accept delivery of Cargill PorkWork pigs when Cargill can deliver same regardless of any date set forth below, unless otherwise agreed to between the parties. All other terms and conditions below being in full force and effect. Cargill will coordinate the initial delivery date with Producer.